



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Sign the Agreement for Hazardous Materials Team Within San Joaquin County

**MEETING DATE:** August 19, 2009

**PREPARED BY:** Interim Fire Chief Kevin Donnelly

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to sign the Agreement for Hazardous Materials Team within San Joaquin County.

**BACKGROUND INFORMATION:** Since 1991, the Lodi Fire Department has been a participating member of the San Joaquin County Hazardous Materials Response Team and a signatory on a previous agreement. The team is made up of participating cities and agencies from throughout the County.

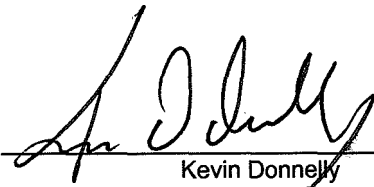
Attached to this Council Communication is a copy of the renewal of that agreement. This is a cooperative agreement of member agencies to provide mutual aid assistance as part of a County joint team to mitigate emergency hazardous materials incidents throughout the County. As a participating member, the City receives assistance when necessary from other members and assists other participants when needed.

The agreement rescinds previous agreements and remains in effect through 2015. The agreement allows the City of Lodi to withdraw with 30 days' notice should it desire.

Staff recommends that the City Council authorize the City Manager to sign the agreement.

**FISCAL IMPACT:** There are no additional costs to the City related to this agreement. The overall fiscal impacts to the City are significantly less as part of the County team when compared to providing a similar level of service to the community with Fire Department resources alone.

**FUNDING AVAILABLE:** None

  
Kevin Donnelly  
Interim Fire Chief

KD/lh  
Attachments  
cc: City Attorney

**APPROVED:**   
Blair King, City Manager

A-09- 278

AGREEMENT FOR HAZARDOUS MATERIALS TEAM  
WITHIN SAN JOAQUIN COUNTY

THIS AGREEMENT is made and entered into this 12th day of May, 2009, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the cities of LODI, hereinafter referred to as "LODI," STOCKTON, hereinafter referred to as "STOCKTON," TRACY, hereinafter referred to as "TRACY," MANTECA, hereinafter referred to as "MANTECA," and RIPON, hereinafter referred to as "RIPON," and the LATHROP-MANTECA RURAL COUNTY FIRE PROTECTION DISTRICT, hereinafter referred to as "LATHROP-MANTECA," the WOODBRIDGE RURAL FIRE PROTECTION DISTRICT, hereinafter referred to as "WOODBRIDGE," the RIPON CONSOLIDATED FIRE DISTRICT, hereinafter referred to as "RIPON FIRE," the MOKELUMNE RURAL COUNTY FIRE PROTECTION DISTRICT, hereinafter referred to as "MOKELUMNE," the LINDEN-PETERS FIRE DISTRICT, hereinafter referred to as "LINDEN," the CLEMENTS RURAL FIRE DISTRICT, hereinafter referred to as "CLEMENTS," the ESCALON RURAL FIRE DISTRICT, hereinafter referred to as "ESCALON" and the DEFENSE LOGISTICS AGENCY FIRE DEPARTMENT, hereinafter referred to as "DEFENSE DEPOT SAN JOAQUIN."

RECITALS:

This Agreement is made with reference to the following facts:

1. The cost of maintaining hazardous materials emergency response capabilities within the boundaries of San Joaquin County, including within the incorporated cities of the County, can be reduced by a coordinated effort of the cities, fire districts, the County of San Joaquin, and federal and state agencies.
2. Greater efficiency and planning and response can be achieved by joining the efforts of the cities, fire districts, the County of San Joaquin, and federal and state agencies through creation of a Joint Hazardous Materials Team, centralization of hazardous materials records, and coordination of training and the use of vehicles, special equipment, and personnel.

ARTICLE 1. CREATION OF SAN JOAQUIN COUNTY JOINT  
HAZARDOUS MATERIALS TEAM

A San Joaquin County Hazardous Materials Team, hereinafter referred to as "TEAM," is hereby created to provide technical services at the scene of a hazardous materials incident within the boundaries of San Joaquin County. Each of the parties to this Agreement agrees to designate a number of individuals commensurate with the size of its organization to serve on the TEAM under its operational and training policies.

Each party to this Agreement will be responsible to ensure that the individuals designated to fulfill its commitment under this paragraph are trained to the “Hazardous Materials Specialist” or “Technician” level pursuant to the statutes and regulations governing certification by the State of California and maintain annual physical and joint training standards as set by the Joint Team Steering Committee established in Article 4 below. Individuals designated as part of the TEAM serve on an “on-call basis” for any response within the unincorporated boundaries of the COUNTY and the boundaries of the entities that are parties to this Agreement.

It is anticipated that each jurisdiction will respond initially to an incident using its available resources as set forth in the TEAM policies and procedures prior to the activation of additional parties. No party to this Agreement shall be required to pay any compensation to any other party to this agreement for services rendered hereunder, the mutual advantages and protection afforded by this Agreement being considered adequate compensation to all the parties. Each party of this Agreement waives all claims against any other party for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement.

## ARTICLE 2. PROVISION OF VEHICLES AND SPECIALIZED EQUIPMENT

Emergency response vehicles and specialized hazardous materials vehicles and equipment obtained and maintained by parties to this Agreement will be made available to support TEAM operations and response to emergency incidents under this Agreement. It will be the responsibility of the entity owning the vehicles and specialized equipment to maintain its vehicles and equipment and deliver them to the incident site if requested.

## ARTICLE 3. TEAM STEERING COMMITTEE

A Team Steering Committee (TSC) is hereby established which consists of one representative of each of the party jurisdictions to this Agreement. It will be the responsibility of the TSC to set the policies and rules for the governance of the Committee, for annual physical and joint training standards for TEAM members, for joint operation and mobilization of the TEAM, and for common charge rates and conditions for response to non-signatory jurisdictions. The representative of each party jurisdiction must attend at least one-half of scheduled meetings of the TSC each year. COUNTY will provide staff support for the Committee.

The TSC shall confirm in writing that the proposed contribution to TEAM operations of each party to this Agreement is commensurate with the size of the party’s organization by a majority vote of the team representatives.

The TSC will be responsible for overseeing training standards, certification and recertification, and the monitoring requirements for certification. The TSC will keep staff records of each TEAM member and ensure that member parties notify TEAM members of medical tests requirements or training needed to maintain certification and

expertise required under this Agreement. The TSC will not have any operational authority over the TEAM.

#### ARTICLE 4. NATIONAL INCIDENT MANAGEMENT SYSTEM

All TEAM operations shall be in conformance to the National Incident Management System (NIMS), the California Standardized Emergency Management System (SEMS), and all existing California mutual aid agreements.

#### ARTICLE 5. CENTRAL HAZARDOUS MATERIALS RECORDS CENTER

COUNTY will establish and maintain a centralized hazardous materials records center with records pertaining to hazardous materials business plans and other records pertinent to responding to a hazardous materials incident such that the information will be available to each of the parties of this Agreement.

#### ARTICLE 6. TERM OF AGREEMENT

This Agreement shall be effective from the date executed by all the parties until 2015. This Agreement may be terminated prior to the conclusion of the term by mutual agreement of a majority of the member parties. This Agreement rescinds Agreements A-91-1628 and A-01-1297.

#### ARTICLE 7. WITHDRAWAL OF PARTY

Any party to this Agreement may withdraw as a party to this Agreement prior to the termination of the term of this Agreement upon giving 30 days prior written notice to the other parties.

#### ARTICLE 8. REMOVAL OF PARTIES FROM AGREEMENT

The TSC shall annually review participation of each party to the agreement for compliance with its terms and requirements. Any party, which has failed to meet one or more of the terms of this Agreement, or has failed to maintain the documented commensurate contribution to TEAM operations, shall be given notice and required to submit a remedial action plan within 60 days to TSC. Failure to implement the remedial action plan within 180 days of its approval by TSC will authorize the TSC by majority vote of all parties present to remove the non-complying party from this Agreement and the mutual benefits resulting therefrom. Such removal will be effective 30 days after the vote for such action by the TSC.

#### ARTICLE 9. ADDITIONAL PARTIES

Additional parties, who are public entities, including special districts, within the geographical boundaries of San Joaquin County, may join in this Agreement and become member entities upon execution of an Exhibit to this Agreement in which the entity

agrees to be subject to the conditions and terms of this Agreement. The executed Exhibit shall become a part of this Agreement automatically after the expiration of thirty days following notification by the new party to all other parties of the execution of the Exhibit.

Provided however, in the event any existing party to the Agreement gives the other parties notice of its objection to the addition of the particular entity within the thirty day notice period, the addition of such party to the Agreement shall require a two-thirds majority vote of the member parties present at a noticed meeting to address the issue.

IN WITNESS WHEREFORE THE PARTIES HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

ATTEST: LOIS M. SAHYOUN  
Clerk of the Board of Supervisors  
of the County of San Joaquin,  
State of California

By Caroline Garcia  
Deputy Clerk

COUNTY OF SAN JOAQUIN, a  
political subdivision of the  
State of California

By Leroy Ornellas  
Leroy Ornellas, Chairman  
Board of Supervisors

“COUNTY”

ATTEST:

By \_\_\_\_\_  
City Clerk

Approved as to form  
Deputy City Attorney [Signature]

CITY OF LODI

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

“LODI”

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF STOCKTON

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

“STOCKTON”

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF TRACY

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

“TRACY”

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF MANTECA

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

“MANTECA”

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF RIPON

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

“RIPON”

ATTEST:

By \_\_\_\_\_

LATHROP-MANTECA RURAL  
COUNTY FIRE PROTECTION  
DISTRICT

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

“LATHROP-MANTECA”

ATTEST:

By \_\_\_\_\_

WOODBIDGE RURAL FIRE  
PROTECTION DISTRICT

By   
Signature

Title FIRE CHIEF

..WOODBIDGE'

ATTEST:

By \_\_\_\_\_

RIPON CONSOLIDATED FIRE  
DISTRICT

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

"RIPON FIRE"

ATTEST:

By \_\_\_\_\_

MOKELUMNE RURAL COUNTY  
FIRE PROTECTION DISTRICT

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

"MOKELUMNE"

ATTEST:

By \_\_\_\_\_

LINDEN-PETERS FIRE DISTRICT

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

"LINDEN"

ATTEST:

CLEMENTS RURAL FIRE  
DISTRICT

By \_\_\_\_\_

By \_\_\_\_\_

Signature

Title \_\_\_\_\_

“CLEMENTS”

ATTEST:

ESCALON RURAL FIRE  
DISTRICT

By \_\_\_\_\_

By \_\_\_\_\_

Signature

Title \_\_\_\_\_

“ESCALON”

ATTEST:

DEFENSE LOGISTICS AGENCY  
FIRE DEPARTMENT

By \_\_\_\_\_

By \_\_\_\_\_

Signature

Title \_\_\_\_\_

“DEFENSE DEPOT SAN JOAQUIN”

APPROVED AS TO FORM:

DAVID WOOTEN  
County Counsel

By

  
LARRY MEYERS, Deputy County Counsel

RESOLUTION NO. 2009-113

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO SIGN THE  
AGREEMENT FOR HAZARDOUS MATERIALS TEAM  
WITHIN SAN JOAQUIN COUNTY

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WHEREAS, the City of Lodi provides emergency hazardous materials mitigation;  
and

WHEREAS, the Lodi Fire Department participates in the mutual aid system; and

WHEREAS, the Lodi Fire Department has been party to previous agreements  
and has participated within the San Joaquin County Joint Hazardous Materials Team  
since 1991; and

WHEREAS, such participation provides a benefit and enhancement of service to  
the community through shared cost of resources; and

WHEREAS, said agreement has been received and reviewed by City staff and  
forwarded to the City Manager; and

WHEREAS, staff recommends that Council authorize the City Manager to sign  
said agreement.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby  
authorize the City Manager to execute the agreement extending the Lodi Fire  
Department participation with the San Joaquin County Joint Hazardous Materials Team.

Date: August 19, 2009

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I hereby certify that Resolution No. 2009-113 was passed and adopted by the  
Lodi City Council in a regular meeting held August 19, 2009, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Johnson, Katzakian, Mounce,  
and Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk